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8 **UNITED STATES BANKRUPTCY COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 In re:

12 PG&E CORPORATION,

- and -

13 PACIFIC GAS AND ELECTRIC  
COMPANY,

14 Debtors.

15  Affects PG&E Corporation  
16  Affects Pacific Gas and Electric  
Company  
17  Affects both Debtors

18 \* *All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Case No. 19-30088 (DM)

Chapter 11  
(Lead Case)  
(Jointly Administered)

**REORGANIZED DEBTORS' FURTHER  
OBJECTION TO CLAIMS 80033 and  
80500**

Date: June 15, 2021  
Time: 10:00 a.m. (Pacific Time)  
Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

Response Deadline: May 14, 2021

## OBJECTION

PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and reorganized debtors (collectively, “**PG&E**,” the “**Debtors**,” or the “**Reorganized Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), hereby submit this Further Objection to the claims of George L. Engel (No. 80033) (the “**Engel POC**”) and Mark A. and Janet S. Klein (No. 80500) (the “**Klein POC**” and together with the Engel POC, the “**Claims**”) pursuant to section 502 of title 11 of the United States Code (the “**Bankruptcy Code**”), on the grounds that (1) the Claims are preempted by California Public Utilities Code Section 1759, (2) the Claims do not assert cognizable damages, (3) claimants cannot establish a causal connection between PG&E and their alleged injuries and (4) the Claims are prohibited by paragraph 4 of Tariff Rule 14.<sup>1</sup>

This Objection is supported by the *Memorandum of Points and Authorities* included herein.

<sup>1</sup> The Reorganized Debtors initially objected to the Claims through the *Reorganized Debtors' Forty-Second Omnibus Objection to Claims (No Liability Passthrough Claims)* (Dkt. 9460).

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## **MEMORANDUM OF POINTS AND AUTHORITIES**

## I. PRELIMINARY STATEMENT

George L. Engel and Mark A. and Janet S. Klein (together, the “**Claimants**”) filed proofs of claim seeking reimbursement for generators that they purchased to avoid having the power to their homes interrupted during Public Safety Power Shutoffs (“**PSPS**”). PSPS events occur across California when utilities (including utilities other than PG&E) interrupt power to prevent potentially deadly, catastrophic wildfires. The Claimants do not dispute that PG&E’s PSPS program exists to prevent wildfires and keep communities, including their own, safe. Nor do they allege that PG&E violated the California Public Utilities Commission (“**CPUC**”) regulations that govern PSPS events and authorize de-energizations. Instead, Claimants argue that PG&E did not adequately maintain their facilities in the past, which necessitated the creation and use of the PSPS program, and now demand that PG&E reimburse them for generators they bought. These Claims should be disallowed for at least four reasons.

*First*, the Claims are preempted by California Public Utilities Code Section 1759. (See Section III.A.) The first two prongs of the preemption test are satisfied with respect to the CPUC’s regulation of PSPS events because the CPUC (1) had the authority to regulate PSPS events and (2) exercised that authority. As this Court held in its order dismissing the *Gantner* class action with prejudice—an order that was recently affirmed by Judge Gilliam—the third prong is also satisfied because, under Claimants’ theories, Debtors would be impermissibly subject to civil liability for conduct that is authorized by the CPUC.

*Second*, Claimants have no damages. (See Section III.B.) They do not allege that they suffered hardships and costs as a result of their power being shut off. They chose to buy generators to provide standby power to their residences—as many people across the country choose to do—to avoid power interruptions of all kinds. That is not damages that flow from PG&E’s public safety power shutoffs.

*Third*, even if their damages were cognizable, the Claimants cannot establish a sufficient causal connection between generalized allegations of negligence about the upkeep of

1 PG&E’s grid and any shutoffs that affected their specific residences. (See Section III.C.) Power  
2 shutoffs are dictated by the weather on a line-by-line basis, not generalized historical maintenance  
3 practices.

4 *Fourth*, the Claims are prohibited by paragraph 4 of Tariff Rule 14. (See  
5 Section III.D.) Tariff Rule 14 provides that the decision to shut off a customer’s power cannot  
6 trigger liability when, in PG&E’s “sole opinion”, it is necessary for public safety. Claimants do  
7 not—and cannot—allege that PG&E did not believe that any PSPS events were not necessary for  
8 public safety. As a result, the Claims are barred under Tariff Rule 14.

## 9 **II. BACKGROUND**

10 Wildfire risk in the state of California is greater now than ever before. A confluence  
11 of unprecedented climate conditions, including increased temperatures, extended periods of  
12 drought, bark beetle infestations and unusually high winds have significantly increased the risk that  
13 a downed electrical line will cause a catastrophic fire. The tragic consequences of the 2017, 2018  
14 2019 and 2020 California wildfires make clear just how important it is to minimize the risk of future  
15 wildfires. As a result, California has authorized electrical utilities in the state of California to  
16 engage in PSPS events, and pursuant to that authority PG&E—and its peer utilities in California—  
17 have developed and implemented PSPS programs. Per California law, these programs are subject  
18 to the CPUC’s approval and supervision.

### 19 **A. Regulation of De-Energization by the CPUC**

20 The CPUC regulations concerning PSPS are extensive and ongoing (*see* Debtors’  
21 Mot. to Dismiss and Mot. to Strike, Case No. 19-30088; Adv. Pro. No. 19-03061 (Dkt. 7) (“**Gantner**  
22 **Mot. to Dismiss**”), Section II.A), and as Judge Gilliam recently held, the CPUC actively regulates  
23 in this area, *Gantner v. PG&E Corp.*, 2021 WL 1164816, at \*3 (N.D. Cal. Mar. 26, 2021). Judge  
24 Gilliam’s opinion, at pages 3 to 4, details why “The CPUC had the authority to regulate PSPS  
25 events and the CPUC exercised that authority.” *Id.* at \*3-4. In short, “the CPUC has promulgated  
26 specific guidelines concerning when and how to implement PSPS events,” and the CPUC has  
27 approved PG&E’s wildfire mitigation plans that set forth PG&E’s process each year for conducting  
28 PSPS events during that year. *Id.* at \*4.

1           **B.       Claimants' Allegations**

2           In October 2019, Engel submitted a proof of claim purporting to "reserve, preserve  
3 and enforce" claims relating to PSPS. (*See* Attachment to Engel POC, at 1.) In December 2020,  
4 Engel filed a response to Reorganized Debtors' Forty-Second Omnibus Objection to Claims (No  
5 Liability Passthrough Claims) ("PG&E's Objection") raising substantially the same arguments.  
6 Dkt. 9653 ("Engel Response Brief"). While Engel, who lives in a "Tier 3 – Extreme Fire-Threat  
7 District",<sup>2</sup> challenges the PSPS Program generally, he does not identify any specific PSPS event to  
8 which he was subject. Nor does he identify a PSPS event that violated any CPUC regulation  
9 governing the program. Instead, he broadly alleges that PG&E has had "excessive" PSPS events  
10 because it allegedly inadequately maintained its facilities and failed to make improvements such as  
11 "undergrounding". (Attachment to Engel POC 2-3, 4-5.) Claimant alleges unspecified damages  
12 that are "growing", but that "the base amount [of damages] that is easiest to liquidate . . . is what  
13 [his] POC asserts for [his] Generator and its continuing operation and servicing expenses." *See*  
14 Declaration of G. Larry Engel In Support of Response to Reorganized Debtors' Forty-Second  
15 Omnibus Objection to Claims (No Liability Passthrough Claims) ("Engel Decl.") at 6. Claimant  
16 alleges that the cost to purchase and install his generator was \$25,071.16. (*See* Attachment to Engel  
17 POC.)

18           On October 19, 2019, the Kleins submitted a proof of claim seeking reimbursement  
19 of the cost to purchase and install a standby generator "to power Creditor's residence during periods  
20 that Debtor preemptively cuts electric power". (Attachment to Klein POC). On November 30,  
21 2020, the Kleins filed a response to PG&E's Objection alleging that PG&E breached its duties to  
22 Claimants "by first announcing in March 2018 that it would preemptively cut electric power during  
23 periods of 'extreme fire conditions' and then intentionally and deliberately cutting power to  
24 Claimant's residence for various intervals in October 2018, September 2019, October 2019 and  
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27           <sup>2</sup> The CPUC provides on its website a map showing areas that are in Tier 2 and 3 Fire-Threat  
28 Districts. *See* CPUC Fire Map, California Public Utilities Commission,  
<https://ia.cpuc.ca.gov/firemap/>.

1 thereafter".<sup>3</sup> Dkt. 9634 ("Klein Response Brief"). The Kleins, who live in a "Tier 2 – Elevated  
2 Fire-Threat District" allege that they were damaged in the amount of \$18,025—the cost to purchase  
3 and install a standby generator to supply the Claimant's residence with power during PSPS events.  
4 See Declaration of Mark A. Klein In Support of Response to Reorganized Debtors' Forty-Second  
5 Omnibus Objection to Claims (No Liability Passthrough Claims) ("Klein Decl.") at 13. While the  
6 Kleins' claim is framed as breach of contract, their legal theory mirrors Engel's: PG&E's alleged  
7 negligence necessitated PG&E's PSPS events. See Klein Resp. Br. at 4 ("In truth, the Debtor's  
8 intentionally instigated power outages are more to protect PG&E from its past and continuing  
9 exposure from fires caused by Debtors' negligently maintained power lines and other equipment,  
10 which negligence and liabilities drove Debtors into these proceedings."). And like Engel, the  
11 Kleins do not identify a PSPS event that violated any CPUC regulation governing the program.

### 12 III. ARGUMENT

13 A filed proof of claim is "deemed allowed, unless a party in interest . . . objects".  
14 11 U.S.C. § 502(a). Section 502(b)(1) of the Bankruptcy Code, however, provides in relevant part  
15 that a claim may not be allowed if "such claim is unenforceable against the debtor and property of  
16 the debtor, under any agreement or applicable law". 11 U.S.C. § 502(b)(1). Once the objector  
17 raises "facts tending to defeat the claim by probative force equal to that of the allegations of the  
18 proofs of claim themselves", *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991),  
19 quoting 3 L. King, *Collier on Bankruptcy* § 502.02 at 502-22 (15th ed. 1991), then "the burden  
20 reverts to the claimant to prove the validity of the claim by a preponderance of the evidence,"  
21 *Ashford v. Consolidated Pioneer Mortgage (In re Consolidated Pioneer Mortgage)* 178 B.R. 222,  
22 226 (B.A.P. 9th Cir. 1995) (quoting *In re Allegheny Int'l, Inc.*, 954 F.2d 167, 173-74 (3d Cir.  
23 1992)), *aff'd without opinion* 91 F.3d 151 (9th Cir. 1996). "[T]he ultimate burden of persuasion is  
24 always on the claimant." *Holm*, 931 F.2d at 623 (quoting King, *Collier on Bankruptcy*); see also  
25 *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (9th Cir. 2000), *Spencer v. Pugh*

26  
27 <sup>3</sup> Contrary to the Kleins' assertion, there was not a PSPS event on September 4, 2019. See 2019  
28 Utility Company PSPS Post Event Reports, California Public Utilities Commission,  
<https://www.cpuc.ca.gov/general.aspx?id=6442466222>.

1       *(In re Pugh)*, 157 B.R. 898, 901 (B.A.P. 9th Cir. 1993); *In re Fidelity Holding Co.*, 837 F.2d 696,  
2 698 (5th Cir. 1988).

3           **A.     The Claims Should Be Disallowed Because They Are Preempted by California  
4           Public Utilities Code § 1759.**

5           This Court lacks jurisdiction to hear the Claims under Section 1759 of the California  
6 Public Utilities Code. Section 1759 reflects a policy choice by the California legislature that civil  
7 trial courts should not entertain actions that interfere with the duties and supervisory power of the  
8 CPUC. Under Section 1759(a), “[n]o court of this state, except the Supreme Court and the court  
9 of appeal . . . shall have jurisdiction to review, reverse, correct, or annul any order or decision of  
10 the commission or to suspend or delay the execution or operation thereof, or to enjoin, restrain, or  
11 interfere with the commission in the performance of its official duties, as provided by law and the  
12 rules of court.” As the California Supreme Court has explained, in enacting Section 1759, the  
13 Legislature divested courts of subject matter jurisdiction over actions that not only would reverse  
14 or annul a specific CPUC order, but also those actions that “would simply have the effect of  
15 undermining a general supervisory or regulatory policy of the commission, *i.e.*, when it would  
16 ‘hinder’ or ‘frustrate’ or ‘interfere with’ or ‘obstruct’ that policy”. *San Diego Gas & Elec. Co. v.  
17 Superior Ct. (Coalt)*, 13 Cal. 4th 893, 918, 920 P.2d 669 (1996) (footnote omitted). Federal courts  
18 have held that Section 1759 likewise deprives them of jurisdiction over state law claims that  
19 interfere with the CPUC’s regulatory authority. *See Rosen v. Uber Techs. Inc.*, 164 F. Supp. 3d  
20 1165, 1174, 1177 (N.D. Cal. 2016) (holding that Section 1759 barred tort claims because judicial  
21 intervention would interfere with the CPUC’s ongoing regulatory authority); *Cooney v. Cal. Pub.  
22 Util. Comm’n*, No. C 12-6466 CW, 2014 WL 3531270, at \*3 (N.D. Cal. July 15, 2014) (dismissing  
23 state law claims under Section 1759 “where the relief granted would undermine a regulatory regime  
24 established by the CPUC”).

25           In determining whether Section 1759 applies, federal courts apply the three part  
26 *Coalt* test. *See, e.g., Rosen*, 164 F. Supp. 3d at 1172 (noting that “[f]ederal courts use the same  
27 *Coalt* test” as state courts). In *Coalt*, the California Supreme Court held that a lower court does  
28 not have jurisdiction over a civil action where: (1) the CPUC has the authority to regulate the

1 conduct at issue; (2) the CPUC has exercised that authority; and (3) the action would hinder or  
2 interfere with CPUC policies.<sup>4</sup> 13 Cal. 4th at 923, 926, 935. All three parts of the *Coalt* test are  
3 plainly satisfied here.

4           **1. The CPUC has the authority to regulate public safety power shutoffs  
5 and exercised that authority.**

6           The first prong of the *Coalt* test is to determine whether the CPUC “ha[s] the  
7 authority to adopt a regulatory policy on the subject matter of the litigation”. *Rosen*, 164 F. Supp.  
8 3d at 1174. The second prong is met where the CPUC has actually exercised its authority to adopt  
9 a policy on the conduct in question. *Coalt*, 13 Cal. 4th at 926-34; *Sarale v. Pac. Gas & Elec. Co.*,  
10 189 Cal. App. 4th 225, 237-39 (2010). This Court’s *Gantner* opinion, and Judge Gilliam’s order  
11 affirming that opinion, make it clear that the CPUC had the authority to regulate PSPS events, and  
12 exercised that authority. *Gantner*, 2021 WL 1164816, at \*3. Accordingly, the first two prongs of  
13 the *Coalt* test are met.

14           **2. The Claims would hinder or interfere with the CPUC’s policies for  
15 public safety power shutoffs.**

16           The Claims would hinder or interfere with the CPUC’s ongoing regulatory authority  
17 over public safety power shutoff events because they seek to undermine policy decisions by the  
18 CPUC. *See, e.g., Gantner*, 2021 WL 1164816, at \*4-5; *Cooney*, 2014 WL 3531270 at \*3 (holding  
19 that a claim was preempted by Section 1759 because finding in favor of plaintiffs would be contrary  
20 to CPUC’s policy that installation of certain products was consistent with state directives).

21           Here, the Claims directly interfere with the CPUC’s policy decisions. The CPUC  
22 issues promulgations governing PSPS events and reviews and approves PG&E’s Wildfire  
23 Mitigation Plans that include PSPS protocols. *Gantner*, 2021 WL 1164816, at \*3; *In re PG&E  
24 Corp.*, 2020 WL 1539254, at \*4 (Bankr. N.D. Cal. Mar. 30, 2020), *aff’d sub nom. Gantner*, 2021  
25 WL 1164816. “The CPUC’s regulatory policies . . . authorize [PG&E] to decide that a PSPS is

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<sup>4</sup> Private actions to recover tort damages are authorized under California Public Utilities Code  
27 Section 2106 where damages arise from a violation of CPUC regulations. But Section 2106 is  
28 “limited to those situations in which an award of damages would not hinder or frustrate the  
commission’s declared supervisory and regulatory policies”. *Waters v. Pac. Tel. Co.*, 12 Cal. 3d 1, 4  
(1974).

1 warranted under certain circumstances.” *Gantner*, 2021 WL 1164816, at \*5. The “CPUC has also  
2 exercised continuing investigatory authority over [PG&E’s] PSPS events.” *Id.*

3 Claimants seek damages from PG&E for engaging in that CPUC-authorized  
4 conduct. Such claims are impermissible, as this Court held in the *Gantner* case. On appeal, Judge  
5 Gilliam affirmed this Court’s holding, and adopted this Court’s reasoning. “Imposing liability on  
6 [PG&E] for implementing CPUC-approved PSPS events would force [PG&E] to choose between  
7 incurring potentially limitless negligence liability and protecting public safety in a manner dictated  
8 by the appropriate regulatory authority: CPUC.” *Id.* Under California law, “it is the job of CPUC  
9 to balance the costs and benefits of PSPS events and regulate them accordingly.” *Id.* It is “not the  
10 job of the courts to regulate PSPS events through ad hoc imposition of negligence liability”. *Id.*  
11 Accordingly, where as here, the claims attempt to impose liability for conduct authorized by the  
12 CPUC, they impermissibly interfere with the CPUC’s authority. *Id; see also Covalt*, 13 Cal. 4th  
13 at 939 (finding that damages claim relating to electric and magnetic fields emanating from power  
14 lines “would interfere with the policy of the commission on powerline electric and magnetic fields”  
15 because such recovery would be inconsistent with the commission’s conclusion that the  
16 electromagnetic field at issue do not present a substantial risk of physical harm); *Hartwell*, 27 Cal.  
17 4th at 278 (holding that superior court is preempted from hearing claims alleging that utility did not  
18 provide safe drinking water where quality standards set by the CPUC were met).

19       **B. The Claims Should Be Disallowed Because Claimants Did Not Suffer Cognizable  
20 Damages.**

21       Claimants do not allege that they suffered hardships and costs as a result of their power  
22 being shut off by PG&E. Claimants chose to buy generators to provide standby power to their  
23 residences in the case from interruptions *from any cause*, which presumably meant that Claimants did  
24 not suffer any hardships at all from the power shutoffs that occurred after they purchased the  
25 generators. Many people across the country buy generators for the reliability and convenience they  
26 provide, including parts of the country with zero wildfire risk. Claimants do not articulate any  
27 damages they incurred as a result of their power being shut off—while the Kleins identify three  
28 specific PSPS events during which PG&E allegedly shut off their power, by the Kleins’ own

1 admission, they had already installed a generator for two of the three events. (Attachment to Klein  
2 POC (describing completion of generator installation on May 14, 2019, and PSPS events in October  
3 2018 and September and October 2019).) And Engel does not so much as identify any PSPS events  
4 to which he was subject, or identify when his generator was installed. In any event, money spent on  
5 generators does not constitute damages that flow from PG&E's public safety power shutoffs. They  
6 were voluntary steps taken by Claimants to avoid their power being interrupted for any reason.

7 **C. The Claims Should Be Disallowed Because Claimants Cannot Prove that PG&E  
8 Caused Their Injuries.**

9 Throughout their Proofs of Claim and Response Briefs, Engel and the Kleins make  
10 clear that their Claims rest in PG&E's alleged failure to maintain its equipment and not in PG&E's  
11 implementation of the PSPS events, notwithstanding the fact that PSPS events are conducted by  
12 utility companies all across California. (See Klein Resp. Br. at 4 ("PG&E's negligence is the  
13 ultimate cause necessitating its intentional power outages, and its own negligence should not excuse  
14 its failure to fulfill its contractual and statutory duties to the public, including Claimant.");  
15 Attachment to Engel POC at 3 ("Debtors have also failed . . . to maintain, upgrade and improve the  
16 system for foreseeable conditions of use that preserve operating capacity, especially without PSPS  
17 blackouts to the maximum extent feasible.").) In fact, Claimants do not allege that PG&E's  
18 implementation of PSPS events was itself negligent. This is fatal to the Claims because there is no  
19 causal connection between the alleged negligence and Claimants' injuries.<sup>5</sup>

20 While Claimants conclusorily assert that PG&E did not adequately maintain its  
21 facilities, there are no specific allegations that could give rise to a cognizable claim. For example,  
22 there are no factual allegations that the specific circuits encompassing Claimants' homes were  
23 selected because of the condition of the equipment. Nor are there non-conclusory allegations that  
24 PG&E's PSPS program was developed as a means of remedying poorly maintained equipment or

25 \_\_\_\_\_  
26 <sup>5</sup> Claimants purport to assert causes of action other than negligence, including gross negligence,  
27 willful misconduct and breach of contract. All of these causes of action require proof of causation.  
See *Rosencrans v. Dover Images, Ltd.*, 192 Cal. App. 4th 1072, 1082 (Ct. App. 2011) (gross  
negligence); *Carlsen v. Koivumaki*, 227 Cal. App. 4th 879, 895 (Ct. App. 2014) (willful  
misconduct); *Vu v. California Commerce Club, Inc.*, 58 Cal. App. 4th 229, 233 (Ct. App. 1997)  
(breach of contract).

1 that this was the reason the CPUC has approved PSPS. Indeed, this Court rejected the very  
2 argument made by Claimants:

3 the proximate causal connection between the harms suffered by  
4 Plaintiff during the blackouts (loss of habitability of his dwelling, loss  
5 of cell phone connectivity) and the conditions pre-dating those  
6 blackouts is too remote to defeat the MTD, given that such PSPS  
events can be necessitated by high winds even when equipment is  
adequately maintained.

7 *In re PG&E Corp.*, 2020 WL 1539254, at \*4. Claimants' causation arguments here are even more  
8 remote than the plaintiff's in *Gantner*. As described in Section III.B above, Claimants here do not  
9 even claim damages arising out of PSPS events, like loss of habitability, and instead merely request  
10 to be reimbursed for generators they bought to prevent the power to their residences from being  
11 interrupted for any reason.

12       **D. The Claims Should Be Dismissed Because Tariff Rule 14 Authorizes PG&E To  
13 Interrupt Service Without Liability When In PG&E's Sole Opinion It Is  
14 Necessary for Public Safety.**

15       Even if the Court finds that the Claims are not preempted and that Claimants have  
16 sufficiently alleged damages and causation, the Claims should be disallowed because they fail as a  
matter of law.

17       Both Claimants are PG&E customers. PG&E's obligations to its customers are  
18 governed by its tariff rules. Utility tariffs are filed with and reviewed by the CPUC and "have the  
19 force and effect of law". *Dollar-A-Day Rent-A-Car Sys. v. Pac. Tel. & Tel. Co.*, 26 Cal. App. 3d 454,  
20 457 (1972); *Duggal v. G.E. Capital Commc'nns. Servs.*, 81 Cal. App. 4th 81, 82 (2000) ("filed tariffs  
21 are the equivalent of federal regulations which have the force of law"); *Dyke Water Co. v. Public  
22 Utilities Comm'n*, 56 Cal. 2d 105, 107 (1961) (noting that, when a tariff rule is published and filed  
23 with the CPUC, it has "the force and effect of a statute, and any deviations therefrom are unlawful  
24 unless authorized by the commission").

25       A plain reading of PG&E's Tariff Rule 14 provides that the decision to shut off a  
26 customer's power cannot trigger liability when, in PG&E's "sole opinion", it is necessary for public  
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1 safety.<sup>6</sup> Paragraph 4 of Electric Rule No. 14 provides that PG&E “maintains the right to interrupt its  
2 service deliveries, without liability to the Customers or electric service providers (ESPs) affected,  
3 when, *in PG&E’s sole opinion*, such interruption is necessary for . . . [s]afety of a customer, a PG&E  
4 employee, or the public at large”. PG&E Electric Rule No. 14, CPUC Sheet No. 19762-E; Case No.  
5 19-30088; Adv. Pro. No. 19-03061 (Dkt. 8-18) (emphasis added).

6 The Claims here are barred by paragraph 4 of Tariff Rule 14. Claimants do not dispute  
7 that PG&E initiated its PSPS events for public safety. And there is no allegation that PG&E did not  
8 hold the view that the shutoffs were necessary for public safety. Accordingly, the Claims fail to allege  
9 facts that could subject PG&E to liability to its Customers for a service disruption.

10 **IV. CONCLUSION**

11 For the foregoing reasons, PG&E respectfully requests that the Court disallow the  
12 Claims.

13 Dated: April 23, 2021  
14

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26 <sup>6</sup> In a case for damages arising from a power outage, a California court granted summary judgment  
27 in PG&E’s favor based on a plain reading of the language of paragraph 4 of Tariff Rule 14. *Melvin*  
28 *L. Cockhren II v. Pac. Gas & Elec. Co., et al.*, No. CGC-13-529137 (Cal. Super. Ct. Aug. 27, 2014).  
For other cases analyzing Tariff Rule 14, see *Gantner* Mot. to Dismiss at 19 n.12; Debtors’ Reply in  
Supp. of Their Mot. to Dismiss and Mot. to Strike, Case No. 19-30088; Adv. Pro. No. 19-03061  
(Dkt. 18), at 10-12.